

Remarks

Reconsideration of this Application is respectfully requested.

Upon entry of the foregoing amendment, claims 1-5, 8-9, 11, 13-15, 21-28, and 30-32 are pending in the application, with claims 1 and 21 being the independent claims. Claims 19 and 20 were previously withdrawn without prejudice or disclaimer to the subject matter therein. Claims 6, 7, and 10 were previously cancelled without prejudice or disclaimer to the subject matter therein. Claims 1, 4-5, 8-9, 11, 13-15, 21, 24-28, and 30-32 are sought to be amended. Claims 12, 16-18, 29, and 33-35 are sought to be cancelled without prejudice to or disclaimer of the subject matter therein. Applicants reserve the right to prosecute similar or broader claims, with respect to the amended and cancelled claims, in the future. These changes are believed to introduce no new matter, and their entry is respectfully requested.

Based on the above amendment and the following remarks, Applicants respectfully request that the Examiner reconsider all outstanding rejections and that they be withdrawn.

Examiner Interview

Applicants thank the Examiner for the telephone interview on June 3, 2009, which occurred between Examiners John H. Holly and Kirsten L. Apple and Applicants' representatives, Jason D. Eisenberg, Reg. No. 43,447, and Joseph E. Mutschelknaus, Reg. No. 63,285. During the interview, the Examiner's rejections under 35 U.S.C § 101 and 35 U.S.C. § 103(a) were discussed in relation to the proposed amendments. While differences between Adrian and the proposed amendments were discussed, no agreement

was reached. Further description of the substance of the interview is incorporated in the remarks below.

Rejection under 35 U.S.C. § 101

Claims 1-5, 8-9, and 11-18 stand rejected under 35 U.S.C. § 101 as allegedly being directed to nonstatutory subject matter. Without acquiescing to the propriety of the rejection, and for other reasons, claims 12 and 16-18 are sought to be cancelled rendering their rejections moot. As to the remaining claims, Applicants respectfully traverse.

Independent claim 1 is clearly tied to a particular machine or apparatus as it recites various steps performed on a computer. Thus, claim 1 satisfies the machine prong of the machine-or-transformation under *In re Bilski*. See No. 2007-1130, slip op. at 5 (Fed. Cir. Oct. 30, 2008), *cert granted*.

Claims 2-5, 8-9, 11, and 13-15 depend on claim 1 and are statutory for at least the reasons discussed for claim 1, and further in view of their own respective features.

Reconsideration and withdrawal of the rejection of claims 1-5, 8-9, 11, and 13-15 are respectfully requested.

Rejections under 35 U.S.C. § 103

Claims 1 and 21

Claims 1-5, 11-12, 15-18, 21-25, 28-29, and 32-35 stand rejected under 35 U.S.C. § 103(a) as allegedly being obvious over U.S. Patent Application Publication No. 2005/0027654 by Adrian (hereinafter "Adrian") in view of U.S. Patent Application

Publication No. 2005/0144125 by Erbey (hereinafter "Erbey"). Without acquiescing to the propriety of the rejection, and for other reasons, claims 12, 16-18, 29 and 33-35 are cancelled rendering their rejection moot. As to the remaining claims, Applicants respectfully traverse.

Technical differences exist between the claims and the combination of Wright and Erbey. As discussed during the interview, amended independent claims 1 and 21 recite a method and computer program product for processing a payment having a variable payment term. The claims recite, using respective language, that a seller advances payment on an invoice without having to renegotiate his contract with the buyer. In contrast, neither Wright nor Erbey teaches the variable payment term, as recited in the claims. These technical differences are great enough so that a person having ordinary skill in the art would not have been able to modify Wright and Erbey to make the claims. For these reasons, independent claims 1 and 21 are patentable over the combination of Wright and Erbey.

Claims 1 and 21 recite "receiv[ing] from a buyer having a financial account, an identification of a supplier's invoice including an invoiced amount and a first payment term; [and] . . . receiv[ing], from the buyer, an approval to pay the supplier's invoice using the financial account on a first date corresponding to the first payment term, wherein the first payment term has a corresponding first financing fee." Given a broad reading of Adrian, for the sake of argument, Adrian at best discloses these first two features of claims 1 and 21. Adrian discloses a system with an interface that enables a seller to select a payment term for the invoice. *See* Adrian, FIG. 17. A buyer can approve the payment on the invoice using a credit line. *See* Adrian, Abstract. However,

this is where any potential similarities between Adrian and the distinguishing features recited in claims 1 and 21 end.

Claims 1 and 21 recite, using respective language, the following features. A seller advances the payment term without having to renegotiate his contract with the buyer. Claims 1 and 21 further recite "receiv[ing], from the seller, a request to receive payment on the invoice on a second date corresponding to a second payment term, wherein the second payment term is shorter than the first payment term." A second financing fee is determined "based on the second payment term, wherein the second financing fee is greater than the first financing fee." The seller is provided with a payment based on the second financing fee on the second date, while the buyer is charged the invoiced amount on the first date. For example, a seller in need of cash can advance payment without having to renegotiate his contract with a buyer. Hence, substantial technical differences exist between claims 1 and 21 and Adrian.

The Examiner employed Erbey to teach "the payment compris[e] an amount equal to the invoiced amount less (i) a flat transaction fee, (ii) a risk intermediat[ion] fee based on the invoice amount, and (iii) a financing fee based on the selected payment term." *See* Office Action, pages 3-4. Applicants do not admit that Erbey teaches this feature. However, even if Erbey did teach this feature, Erbey would still fail to teach the at least the distinguishing features of claims 1 and 21, as set forth above. For these reasons, claims 1 and 21 are patentable over the combination of Erbey and Adrian.

Claims 2-5, 11, 15, 22-25, 28, and 32 depend on claims 1 and 21 and are patentable over the combination of Erbey and Adrian for at least the reasons set forth above, and further in view of their own respective features.

Reconsideration and withdrawal of the rejection of claims 1-5, 11, 21-25, 28, and 32 are respectfully requested.

Claims 8-9, 13-14, 26-27, 30, and 31

Claims 8-9, 13-14, 26-27, 30, and 31 stand rejected under 35 U.S.C. § 103(a) as allegedly being obvious over Adrian in view Erbey, and further in view of U.S. Patent No. 6,167,385 to Hartley-Urquhart (hereinafter "Hartley-Urquhart"). Applicants respectfully traverse.

As set forth above, technical differences exist between independent claims 1 and 21 and the combination of Erbey and Adrian. At pages 8-10 of the Office Action the Examiner states that Hartley-Urquhart teaches that "the risk intermediation fee compris[es] a percentage of the invoiced amount," "the percentage compris[es] ten basis points," "the percentage [is] from eighty basis points to zero basis points based on the payment term," and "the percentage compris[es] one of: zero basis points for a thirty day payment term, forty basis points for a fifteen-day payment term, and eighty basis points for a three-day term." Applicants do not acquiesce to these statements. Further, the Office Action does not use Hartley-Urquhart to teach or suggest, nor does this reference teach or suggest, at least the above-noted distinguishing features of claims 1 and 31. Thus, the addition of Hartley-Urquhart fails to cure the deficiencies of Erbey and Adrian. Hence, claims 1 and 21 are patentable over the combination of Erbey, Adrian, and Hartley-Urquhart. Claims 8-9, 13-14, 26-27, 30, and 31 depend on claims 1 and 21 and are patentable over the combination of Erbey, Adrian, and Hartley-Urquhart for at least

the reasons set forth for claims 1 and 21, and further in view of their own respective features.

Reconsideration and withdrawal of the rejection of claims 8-9, 13-14, 26-27, 30, and 31 are respectfully requested.

Conclusion

All of the stated grounds of rejection have been properly traversed, accommodated, or rendered moot. Applicants therefore respectfully request that the Examiner reconsider all presently outstanding rejections and that they be withdrawn. Applicants believe that a full and complete reply has been made to the outstanding Office Action and, as such, the present application is in condition for allowance. If the Examiner believes, for any reason, that personal communication will expedite prosecution of this application, the Examiner is invited to telephone the undersigned at the number provided.

Prompt and favorable consideration of this Amendment and Reply is respectfully requested.

Respectfully submitted,

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